



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

April 19, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

[Algonquin Gas/Spectra Energy – Permission to Core Bore – Jon Bonsall](#)

2. APPOINTMENTS

a) Town Administrator

[Paul Powers and Nicholas Lawrence – Temporary Cemetery and Park Summer Position](#)

[William Kuck - Special Police Officer](#)

b) Board of Selectmen-none

3. RESIGNATIONS

4. NEW BUSINESS

a) [Vote for Town Administrator to Sign Incrediflix Contract for the Recreation Department](#)

b) [Vote for Town Administrator to Sign Wicked Cool Contract for the Recreation Department](#)

c) [Vote for Town Administrator to Sign Play-Well Teknololgies Contract for the Recreation Department](#)

d) [Vote for Town Administrator to Sign Skyhawks Sports Academy for the Recreation Department](#)

- e) [Vote for Town Administrator to Sign Hillside Meadows Equestrian Contract for the Recreation Department](#)
- f) [Vote for Town Administrator to Sign Fin & Feather Sports Contract for the Recreation Department](#)
- g) [Vote for Town Administrator to Sign Letter of Support – Massachusetts Liberty Bell Replica Move](#)
- h) [Vote to Approve Second Hand License Renewal](#)
 - Lucente Jewelers
 - N. Main Street Antiques

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) FY 17 Budget
- b) [CIPC Charge](#)

8. MEETING MINUTES

[3/15/16](#)

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

If the Board is in agreement, the Board will vote to approve the request from Algonquin Gas to to perform a core bore at 1 Kittery Point, Grafton MA.

- The core bores are being performed in order to gather the data needed to confirm the ability to perform a horizontal directional drill at this location - The HDD will only be performed after all permits have been received (i.e., 2018), but the data is needed at this time in order to assist in the engineering design



SURVEY AUTHORIZATION

Project: Access Northeast

I/we, hereby give to Algonquin Gas Transmission, LLC., its affiliates, agents, employees and contractors, the limited permission to enter my/our property only for the purposes of a geotechnical survey as detailed in the attached scope of work, *expressly subject to the condition that I am/we are paid for any and all damages to property or crops that may be directly caused by such activities.*

Signature: _____
Town of Grafton

Printed Name: _____

Date: _____

Phone: _____ (Home or Cell)
_____ (Work)

Agent Name: _____

Comments:

Tract #: EE-191 _____

Map/Block: 106-010 _____

County: Worcester _____

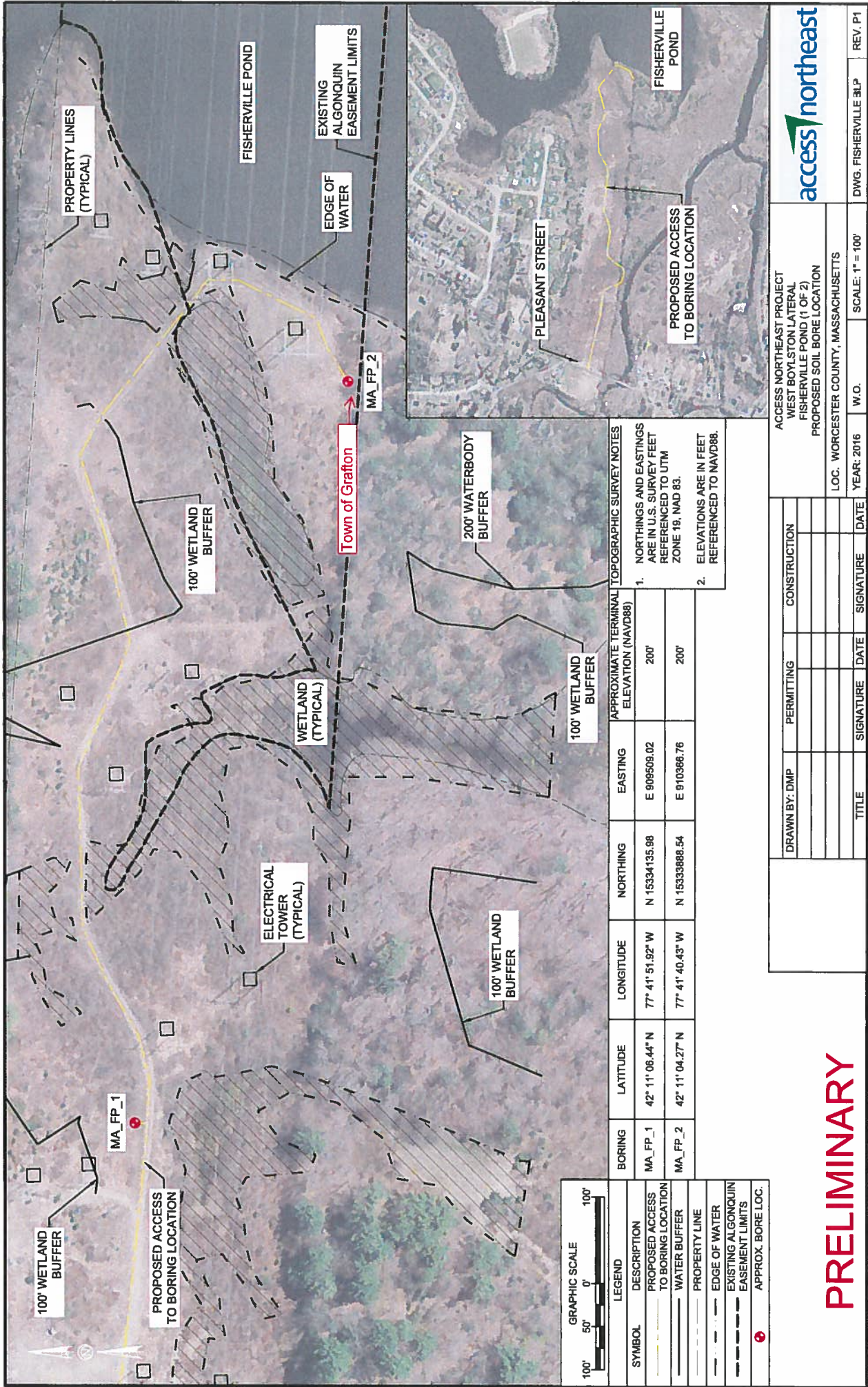
State: MA _____

Property Address: 1 Kittery Point _____

Grafton, MA 01519

Scope of Work for Geotechnical Survey Work

1. Civil surveyor will provide survey mark-outs to identify the location of each proposed boring. This information will be used to provide notice to the State's One-Call System and relevant utility companies/agencies for utility mark-outs.
2. If there are no utilities marked out or mapped (known from other sources) within 25 feet of the proposed boring location, drilling will start at the ground surface. If an underground utility is marked out or mapped within 25 feet of the boring location, hand digging / hand augering will be performed to a depth of 6 feet (or greater depth if utilities are known to be deeper) prior to drilling. Vacuum excavation may also be performed to clear utilities. Ground Penetrating Radar (GPR) may also be used to locate utilities before any subsurface excavation / drilling work.
3. Based on access conditions, the drill rig will typically consist of a truck rig or a track rig. If the drill rig is a dual axle truck rig, the drill rig will simply drive up to the site. If it is a track rig, the drill rig will be delivered to the site and off-loaded. If the rig needs to be off-loaded along a public road, it will be off-loaded at a predetermined location with proper traffic control. Construction mats will be used as necessary to facilitate equipment access. A safety barrier will be placed around the work area as required.
4. The typical borehole size will be 3 to 4 inches in diameter. The depth of the boring will vary based on the subsurface soil and rock conditions and the type of proposed construction method for the pipeline. To assist the advancement of the boring, a water and bentonite mixture will typically be utilized to stabilize the borehole and lubricate the drill bit. This drilling fluid will flow up through the casing and be contained in an open steel tub at ground surface. The drilling fluid will be re-circulated and reused during the drilling process with the soil and rock cuttings collected in the steel tub.
5. Soil and Rock samples (2 to 3 inch diameter) will be collected from the borings for geotechnical site characterization.
6. Based on the depth of the boring, the time to complete each boring is anticipated to typically take between 1.5 to 4 days. At some locations if difficult drilling conditions occur, it may take additional days. Drilling will be performed typically during the day shifts on weekdays with the rig stationed over the borehole overnight.
7. Upon completion of the boring, the borehole will be filled with a cement-bentonite tremie grout mixture. Any excess cuttings and drilling fluids will be either spread around the borehole if permitted; otherwise they will be contained in 55-gallon drums which will be transported offsite upon completion of the boring.
8. Upon completion of the boring, restoration of any minor disturbances to the property and/or vehicle tire rutting will be undertaken to restore the property to its pre-boring condition.
9. At each boring location, the equipment used and personnel present will typically consist of four to seven workers, a truck or track mounted drill rig with equipment and support vehicle, three to five pick-up trucks or cars, a water truck. Additional equipment and personnel may include a vacuum truck and two operators, typically on site for one (1) day to pre-clear the bore hole if required and GPR equipment and crew if required for locating utilities.



If the Board is in agreement, the Board will affirm the appointment of Paul Powers and Nicholas Lawrence as temporary cemetery and park summer workers.



Town of Grafton
Grafton Memorial Municipal Center
Cemetery Division
30 Providence Road
Grafton, MA 01519
Tel. (508) 839-8522 • Fax (508) 839-4602
TTY (508) 839-1415

Agenda
4/19/16

To: Timothy P. McNerney

From: Phil Johnson

Date: April 12, 2016

RE: Appointment – Temporary Cemetery and Parks Summer Positions

After completing the interview process, I submit the names of Paul Powers, 14 South Street Grafton and Nicholas Lawrence, 181 Worcester Street Grafton to the positions of Temporary Cemetery and Parks Summer Help.

I ask that the Board of Selectmen affirm these appointments at their next scheduled meeting.

Thank you.

Phil Johnson
Cemetery and Parks Superintendent

If the Board is in agreement, the Board will vote to appoint William Kuck as a Special Police Officer.

4/7/2016

To: Chief Crepeau

From: Det. William Kuck

Re: Appointment as special police officer

Chief I am forwarding this request to be appointed a special police officer upon my retirement on 4/30/2016. As we have discussed I would like to remain affiliated with the Grafton Police Department, and also offer any assistance I can with the person who takes the detectives position. Thank you for the opportunity to serve as a member of this department.

A handwritten signature in black ink, appearing to read 'W. Kuck', with a stylized flourish at the end.

Detective William Kuck

If the Board is in agreement, the Board will vote to allow the Town Administrator to sign the Incrediflix contract for the Recreation Department.

The Contract is for the following:

- Four half day flix programs; live action, Lego, animation/ Minecraft and two full day flix programs; animation/Minecraft and live action Lego during August of 2016.

Contract price:

- \$125 per person for half day programs. \$250 for full day programs. Not to exceed \$11250.00

TOWN OF GRAFTON¹

DATE: FEBRUARY 3, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Tobin Felfe
Incrediflix
3042 Enterprise St. Ste E
Costa Mesa, CA 92626

tobin@incrediflix.com

1. This is a Contract for the procurement of the following:

Four half day flix programs; live action, lego, animation and minecraft and two full day flix programs; animation/minecraft and live action/lego during August of 2016.

2. The Contract price to be paid to the Contractor by the Town is:

\$125 per person for half day programs. \$250 for full day programs. Not to exceed \$11250.00

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

¹ Contract Short Form Recreation and School Departments_Services Less than \$25,000.00

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before April 1, 2016, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MILA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation, unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Town Administrator Date

Timothy McInerney

The Contractor by:

Tabin Felfe 2/3/16
Signature Date

Tabin Felfe - President
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Tabin Felfe
Print Name

President - IncrediFlix
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Tabin Felfe, authorized signatory for
name of signatory

IncrediFlix, whose
name of contractor

principal place of business is at 3042 Enterprise St. Ste E Costa Mesa
CA 92626 does hereby certify under the pains and penalties of perjury
that IncrediFlix has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Tabin Felfe

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and IncrediFlix, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton _____ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator

Date

Signature

Date

Print Name

Print Name & Title

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Incredi Flix, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
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IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator

Date

Tom Felle
Signature

2/18/16
Date

Print Name

Tom Felle President
Print Name & Title

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Tobin Felfe
Print Name

President
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Tobin Felfe, authorized signatory for
name of signatory

IncrediFix, whose
name of contractor

principal place of business is at 3042 Enterprise St Ste E Costa Mesa CA,
92626 does hereby certify under the pains and penalties of perjury
that IncrediFix has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Tobin Felfe

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Town Administrator Date

Timothy McInerney

The Contractor by:

Tobin Felfe 2/18/16
Signature Date

Tobin Felfe - President
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME:	
Automatic Data Processing Insurance Agency, Inc.		PHONE (A/C, No, Ext):	
1 Adp Boulevard		FAX (A/C, No):	
Roseland, NJ 07068		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Company of	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 347829

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	N	UB4380T67215	02/01/2015 02/01/2016	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

INCREDIFLIX INC
3042 Enterprise Street
Costa Mesa, CA 92626

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LBW Insurance & Financial Services, Inc. 28055 Smyth Drive Valencia CA 91355		CONTACT NAME: Letty Torres PHONE (A/C, No, Ext): (661) 702-6000 E-MAIL ADDRESS: lettyt@lbwinsurance.com FAX (A/C, No): (661) 702-6060	
INSURED IncrediFlix, Inc., DBA: IncrediFlix 3042 Enterprise Street, Unit E Costa Mesa CA 92626		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES**CERTIFICATE NUMBER:** 2016 East Coast**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			PHPK1477163 AM Best: A++ (Superior)	3/1/2016	3/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PROFESSIONAL LIABILITY \$ INCLUDED
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PHPK1477163 AM Best: A++ (Superior)	3/1/2016	3/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse or Molestation Sublimit			PHPK1477163 AM Best: A++ (Superior)	3/1/2016	3/1/2017	Limit-per person \$1,000,000 Limit-aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Town of Grafton is named as additional insured, but only as respects to the liability arising out the work performed by the named insured. Provisions for additional insured are outlined in the attached additional insured endorsement and only apply when required by written contract. *10 day notice of cancellation for non-payment of policy premium.

CERTIFICATE HOLDER**CANCELLATION**

wrightb@grafton-ma.gov Grafton Recreation 30 Providence Road Grafton, MA 01519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Letty Torres/LETTYT 
--	--

If the Board is in agreement, the Board will vote to allow the Town Administrator to sign the Wicked Cool contract for the Recreation Department.

The Contract is for the Following:

- Two half day and 1 full day week long enrichment programs during August 2016: Rocket Science and Superhero Physics.

Contract price:

- \$165 per child for each of the half day programs and \$265 for the full day program.

TOWN OF GRAFTON

DATE: FEBRUARY 26, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Wicked Cool
Barb Johnson
38 Montvale Ave Suite G-80, Stoneham MA 02180.

781-281-2180
bjohnson@wickedcoolforkids.com

1. This is a Contract for the procurement of the following:

Two half day and 1 full day week long enrichment programs during August 2016: Rocket Science and Superhero Physics

2. The Contract price to be paid to the Contractor by the Town is:

\$165 per child for each of the half day programs and \$265 for the full day program

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before March 15, 2016, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims,

damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator Date

Jai Ra 2/29/16
Signature Date

Timothy McInerney

Jamie Rees, Business Manager
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Jamie Pees
Print Name

Business Manager Wicked Cool for Kids
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Jamie Pees, authorized signatory for
name of signatory
Wicked Cool for Kids, whose
name of contractor
principal place of business is at
38 Mainhale Ave G80 Stoughton, MA 02180,
does hereby certify under the pains and penalties of
perjury that Wicked Cool for Kids has
name of contractor
paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding
and remitting child support.

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Wicked Cool & Kids, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton Recreation Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator

Date

Signature

Date

Print Name

Print Name & Title



CERTIFICATE OF LIABILITY INSURANCE

AGJ
R045DATE (MM/DD/YYYY)
3/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER SUPERIOR ACCESS INS SRVCS INC/PHS 189310 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): (888) 443-6112 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Ins. CO LTD INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED NRICH INC 38 MONTVALE AVE STE G80 STONEHAM MA 02180	NAIC# 11000

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			72 SBA ZX0538	11/30/2015	11/30/2016	EACH OCCURRENCE	\$2,000,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	General Liab	X					MED EXP (Any one person)	\$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$2,000,000
	POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE	\$4,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	\$4,000,000
								\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE- EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER**CANCELLATION**

Grafton Recreation Department
Attn: Jen Andersen
30 PROVIDENCE RD
GRAFTON, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

AGJ
R045DATE (MM/DD/YYYY)
3/2/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PAYCHEX INSURANCE AGENCY INC 210762 P: F: (888) 443-6112 PO BOX 33015 SAN ANTONIO TX 78265	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No): (888) 443-6112
INSURED NRICH INC 38 MONTVALE AVE STE G80 STONEHAM MA 02180	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Twin City Fire Ins. CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WTD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		76 WEG GF8906	06/12/2015	06/12/2016	X PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Those usual to the Insured's Operations. Certificate Holder is an Additional Insured per the Business Liability Coverage Form SS0008 attached to this policy.

CERTIFICATE HOLDER

Grafton Recreation Department
Attn: Jen Andersen
30 PROVIDENCE RD
GRAFTON, MA 01519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

If the Board is in agreement, the Board will vote to allow the Town Administrator to sign the Play-Well Teknologies contract for the Recreation Department.

The Contract is for the Following:

- Four Lego engineering programs in July and August for ages 5-11.

Contract price:

- \$130.00 per person. Not to exceed \$12480.00

TOWN OF GRAFTON¹

DATE: FEBRUARY 3, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Cameron Potash
Play-Well Teknologies
52 Gerard Dr, STE F
cameron@play-well.org

1. This is a Contract for the procurement of the following:

Four lego engineering programs in July and August for ages 5-11.

2. The Contract price to be paid to the Contractor by the Town is:

\$130.00 per person. Not to exceed \$12480.00.

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before April 1, 2016 unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

¹ Contract Short Form Recreation and School Departments_Services Less than \$25,000.00

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of

law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage;

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs,

expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification

of the policy. All Certificates of Insurance shall be on the "MILA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior

agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator

Date

Signature

Date

Timothy McInerney

Print Name & Title

Certified as to

Appropriation/Availability of Funds:

Town Accountant

Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Cameron Potash
Print Name

Area Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Cameron Potash, authorized signatory for
name of signatory

Play-Well TEKologies, whose
name of contractor

principal place of business is at 224 Greenfield Ave, Ste B, San Anselmo, CA
does hereby certify under the pains and penalties of perjury 94950
that Play-Well TEKologies has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

[Signature]

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Play-Well-Tek, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton _____ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator

Date

[Signature]

Signature

02/11/15

Date

Print Name

Carrie Potash, Area Manager

Print Name & Title



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McNamara Insurance Services, Inc. 1010 B Street, Suite 317 San Rafael CA 94901-2920		CONTACT NAME: Michael McNamara PHONE (A/C, No, Ext): (415) 457-7856 E-MAIL ADDRESS: Mike@4apolicy.com FAX (A/C, No): (415) 457-7698	
INSURED Tim Bowen, DBA: Play-Well TEKnologies, dba: Play Well Educational Outreach 224 Greenfield Ave. Ste B San Anselmo CA 94960		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Insurance INSURER B: Rated by Multi Hartford Co's. INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058 37478	

COVERAGES**CERTIFICATE NUMBER:** CL1522401769**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			PHPK1297595	3/5/2015	10/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB490577	3/5/2015	10/1/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	B WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		57WECKZ9403	10/1/2015	10/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			PHPK1297595	3/5/2015	10/1/2016	EACH INCIDENT 1,000,000
A	Abuse/ Molestation			PHPK1297595	3/5/2015	10/1/2016	AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

andersenj@graffton-ma.gov Town of Grafton Recreation Attn: Jenny Anderson 30 Providence Rd Grafton, MA 01519	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kent Schaum/KENSCH
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If the Board is in agreement, the Board will vote to allow the Town Administrator to sign the Skyhawks Sports Academy contract for the Recreation Department.

The Contract is for the following:

- To offer a variety of sports over two summer sessions including tennis, tot sports, volleyball and multi sports for youth and preschoolers.

Contract Price: \$54-\$104/person. Not to exceed \$25800.00

TOWN OF GRAFTON¹

DATE: FEBRUARY 3, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

SKYHAWKS SPORTS ACADEMY

~~Jacob Heimbigner~~ *Chris Stiles* ^{CS}

Massachusetts Area Manager
4 April Lane Apt 14, Lexington MA, 02421

Cell 509-638-8642

~~jacobh@skyhawks.com~~ *cstiles@skyhawks.com* ^{CS}

1. This is a Contract for the procurement of the following:

To offer a variety of sports over two summer sessions including tennis, tot sports, volleyball and multi sports for youth and pre-schoolers.

2. The Contract price to be paid to the Contractor by the Town is:

\$54-\$104/person. Not to exceed \$25800.00.

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

¹ Contract Short Form Recreation and School Departments_Services Less than \$25,000.00

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before April 1, 2016, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will

adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIJA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Town Administrator Date

Timothy McInerney

The Contractor by:

CO. F 2.5.16
Signature Date

CHRIS STILES PRESIDENT
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

CHRIS STILES

Print Name

PRESIDENT

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
CHRIS STILES, authorized signatory for

name of signatory

SLYHAWKS

name of contractor

principal place of business is at 9425 N. Nevada St.

Spokane, WA

does hereby certify under the pains and penalties of perjury
that SLYHAWKS has

name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

CS

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Skyhawk, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton _____ Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator

Date

CR
Signature

7.5.16
Date

Print Name

CHRIS STILES

Print Name & Title

PRESIDENT



SKYHSPO-02

PMILLER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moloney O'Neill/Alliant Insurance Services Inc. 818 W. Riverside, Ste 800 Spokane, WA 99201	CONTACT NAME: Lydia Scales, ACSR		
	PHONE (A/C, No, Ext): (509) 325-3024	FAX (A/C, No):	
	E-MAIL ADDRESS: lscales@mo-ins.com		
INSURED Skyhawks Sports Academy Inc 9425 N Nevada St, #210 Spokane, WA 99218	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B: A.I.M. Mutual Insurance Company		31
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: MA

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		PHPK1453690	02/08/2016	02/08/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSE/MOLESTATI \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			PHPK1453690	02/08/2016	02/08/2017	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB530288	02/08/2016	02/08/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	VWC10060051742016A	02/08/2016	02/08/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is additional insured (lessor/owner/controller of premises) per form PI-AS-009 04/04 attached.

CERTIFICATE HOLDER

CANCELLATION

Grafton Recreation
30 Providence Road
Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

If the Board is in agreement, the Board will vote to allow the Town Administrator to sign the Hillside Meadows Equestrian contract for the Recreation Department.

- The Contract is for the following:

Daily riding lessons for children aged 6-12 for 6 weeks during July and August 2016. (Maximum 10 students per session).

- Contract price:

\$240 per child,per week. Not to exceed \$14400.00

TOWN OF GRAFTON

DATE: FEBRUARY 18, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

Hillside Meadows Equestrian
Ron Ernenwein

111 George Hill Road
Grafton, MA 01519

508-243-8044

Sbrady502@gmail.com

1. This is a Contract for the procurement of the following:

Daily riding lessons for children ages 6-12 for 6 weeks during July and August 2016. Maximum 10 students per session.

2. The Contract price to be paid to the Contractor by the Town is:

\$240 per child per week. Not to exceed \$14400.00

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before March 1, 2016, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

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resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

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10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

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This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

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The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

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The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

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If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

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The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

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20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

20.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.

- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation) The Contractor must provide notice to the Town immediately upon the cancellation modification of the policy. All Certificates of Insurance shall be on the "MILA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

- d. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

21. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

23. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

24. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

25. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

26. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed.

Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

27. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

28. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

29. Change Orders

Change orders may not increase the contract price by more than twenty-five (25%) per cent, in compliance with General Laws Chapter 30B, §13.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator Date

Signature Date

Timothy McInerney

Sheila Denham Manager
Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Sheila Durham
Print Name

Manager
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Sheila Durham, authorized signatory for
name of signatory

Hillside Meadows, whose
name of contractor

principal place of business is at

111 George Hill RD. Grafton
Massachusetts

does hereby certify under the pains and penalties of
perjury that Hillside Meadows has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

SUPPLEMENT "CORI"

1. This form supplements the general provisions of the Contract between the Town of Grafton, and Hillside Meadows, which Contract is a contract for the procurement of services related to working or servicing children or conducting business within an area where children are present.
2. It is understood and agreed that all of the Contractor's agents, servants or employees, whether they are paid or volunteers, who will be working for or on behalf of the Town of Grafton Recreation Department pursuant to this Agreement and who may have direct supervised and/or unsupervised contact with children, defined herein as an individual not having attained the age of eighteen (18) years, in the performance of the work being provided pursuant to this Agreement shall be subject to CORI checks. Upon the execution of this Agreement, the Town will provide the Contractor with release forms that must be completed and returned to the Town. CORI checks will be completed and reviewed by the Town for each individual prior to the commencement of their work pursuant to this Agreement. Any violation of this provision of the Agreement will be grounds for the immediate termination of this Agreement.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Town Administrator Date

Signature

Date 2/24/16

Print Name

Manager, Sheila Denham
Print Name & Title



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
9/1/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Farm Family Insurance 249 Lakeside Ave, Ste 209 Mrlborough, MA 01752	CONTACT NAME: Martin West	
	PHONE (A/C No Ext): (508) 485-3800 FAX (A/C No): (508) 485-3801	
	E-MAIL ADDRESS: martin.west@farm-family.com	
INSURED HILLSIDE MEADOWS EQUESTRIAN CENTER RONALD ERNENWEIN 111 GEORGE HILL RD GRAFTON, MA 01545-8639	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: FARM FAMILY CASUALTY INS CO	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			2014G2963	6/15/15	6/15/16	EACH OCCURRENCE \$ 1,000,000
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Special Farm Pkg						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	POLICY <input type="checkbox"/> PRO-TECT <input type="checkbox"/> LOC <input type="checkbox"/>						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			2001C4152	10/14/14	10/14/15	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		2001B1781	2/26/15	2/26/16	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB	CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			2014W6595	6/15/15	6/15/16	WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTH-ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101 Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

TOWN OF GRAFTON RECREATION DEPT.
30 PROVIDENCE RD.
GRAFTON, MA 01519
ATTN: BETTY WRIGHT

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Martin West

If the Board is in agreement, the Board will vote to allow the Town Administrator to sign the Fin & Feather Sports contract for the Recreation Department.

- The Contract is for the following:

An outdoor adventure program offering activities: Fishing, canoeing, kayaking and hiking for 5 four-day regular adventure programs, 2 four-day high adventure programs and 4 one day adventure programs during July and August of 2016 with a minimum of 12 and maximum of 80 per program.

- Contract price:

Not to exceed \$137280.00

TOWN OF GRAFTON¹

DATE: FEBRUARY 17, 2016

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton, MA 01519 (the "Town"), and

FIN & FEATHER SPORTS

Jeff LeClaire

10 Milford Street
Upton, MA 01568

508-529-3901

finfeather@verizon.net

1. This is a Contract for the procurement of the following:

An outdoor adventure program offering such activities as fishing, canoeing, kayaking, and hiking for 5 four-day regular adventure programs, 2 four-day high adventure programs and 4 1-day adventure programs during July and August of 2016 with a minimum of 12 and maximum of 80 per program.

2. The Contract price to be paid to the Contractor by the Town is:

Not to exceed \$137280.00

3. Payment will be made as follows:

3.1 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

3.2 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Definitions:

4.1 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, Specifications, and all Supplements. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all.

4.2 Date of Substantial Performance: The date when the work is sufficiently complete and the services are performed, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

4.3 Services: shall mean furnishing of labor, time, or effort by the Contractor. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

¹ Contract Short Form Recreation and School Departments_Services Less than \$25,000.00

4.4 Work: The services or materials contracted for, or both.

5. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before March 1, 2016, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor. Time is of the essence for the completion of the Contract.

6. Subject to Appropriation:

Notwithstanding anything in the Contract Documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town.

7. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

8. Termination and Default:

8.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.

8.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

8.3 Default. The following shall constitute events of a default under the Contract: any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

9. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages" including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages") as well as specific performance, and the right to select among the remedies available to it by all of the above.

10. Statutory Compliance:

10.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract Documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract.

10.2 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract.

11. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract.

12. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

13. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

14. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

15. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds.

16. Corporate Contractor:

If the Contractor is a corporation and is being executed by a party other than its president, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

17. Minimum Wage/Prevailing Wage:

The Contractor will carry out the obligations of this Contract in full compliance with all of the requirements imposed by or pursuant to G. L. c. 151, §1, *et seq.* (Minimum Wage Law) and the wage rates as set forth in G.L. c. 149 §26 to 27D (prevailing Wage).

18. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

19. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

20. Insurance

20.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

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20.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will

adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.

All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor must provide notice to the Town immediately upon the cancellation or modification of the policy. All Certificates of Insurance shall be on the "MIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses.

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22. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

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Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

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IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Town Administrator

Date

Timothy McInerney

The Contractor by:

Signature

Date

Print Name & Title

Certified as to
Appropriation/Availability of Funds:

Town Accountant

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/1/2015

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bright Agency, Inc. 6 Congress St. P.O. Box 424 Milford MA 01757	CONTACT NAME: Kim Sylvestre PHONE (A/C No. Ext): (508) 473-0556 FAX (A/C No.): (508) 478-6709 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Francis L. Dean & Assoc. inc. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES **CERTIFICATE NUMBER:** CL159106932 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			US460995&SRGP-101-0715	7/8/2015	7/8/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			N/A			WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of Grafton
Jen Anderson, Recreation Director
Grafton Municipal Center
30 Providence Road
Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Steven Ellis/KIM



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Russo Insurance Agency, Inc. 45 Milford Street P. O. Box 637 Medway MA 02053		CONTACT NAME: House PHONE (A/C No. Ext): (508) 533-3000 FAX (A/C No.): (508) 533-5333 E-MAIL ADDRESS:	
INSURED Fin and Feather Sports of Upton, Inc. 10 Milford St. Upton MA 01568		INSURER(S) AFFORDING COVERAGE INSURER A: LM Insurance Corporation-ARWC INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1583104460

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC5-31S-382037-035	2/9/2015	2/9/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

(508) 839-4602

Town of Grafton
Recreational Dept.
90 Providence Road
Grafton, MA 01519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

C Russo/CHRIS

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Jeffrey Leclaire
Print Name

Owner
Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A
Jeffrey A Leclaire, authorized signatory for
name of signatory

Fin + Feather, whose
name of contractor

principal place of business is at 10 Milford St. Upton, MA,

does hereby certify under the pains and penalties of perjury
that Fin & Feather Sp. Co. has
name of contractor

paid all Massachusetts taxes and has complied with all laws of the Commonwealth of
Massachusetts relating to taxes, reporting of employees and contractors, and withholding and
remitting child support.

If the Board is in agreement, the Board will vote to allow the Town Administrator to sign a letter of support for the Massachusetts Liberty Bell replica move.

George A. Warren
9 Cottage Street
Whitinsville, MA 01588

March 21, 2016

Selectman Craig Dauphinais
Town of Grafton
30 Providence Road
Grafton, MA 01519

Subject: George A. Warren / Liberty Bell Request to State

Dear Selectman Dauphinais and Board of Selectmen:

This is a proposal for Grafton Selectmen's Meeting (when scheduled) to consider approving to support: Massachusetts Liberty Bell Replica Move. Asking the Grafton Selectmen to approve this proposal. Please do get involved with State House helping to get the bell moved inside. At the Northbridge Board of Selectman's meeting of March 14th they voted to support Northbridge resident to relocate Massachusetts' Liberty Bell replica to an area in the State House that is accessible by the public.

Moving the Massachusetts Liberty Bell Replica inside to an area on the 4th floor, outside the House Chamber Gallery. The reason I am suggesting this move is because at present Massachusetts Liberty Bell Replica is located on the front porch, which is in an area that is "Off limits to the public". Please refer to enclosed article "*Lost In Time and History*".

Hopefully, all of the Towns and Cities of the Commonwealth of Massachusetts, like Grafton will send in a proposal Letter and it will be read on the Floor of State House Senate Chamber and State Representatives Chamber. **Important** to send proposal letter to: *Art Commission, address below. Grafton's proposal is for consideration and approval of the Massachusetts Liberty Bell Replica move to inside the State House to a spot where people of the Commonwealth of Massachusetts and visitors from other states can see and admire the Replica Liberty Bell.

Enclosed are photos of visitor, Tom Campbell from the State of Colorado. Tom and his friend Dawn took these photographs on Friday, Nov. 13, 2015 when they visited the State House in Boston in the later part of the day. Website: tomlovesthelibertybell.com/2015/11/14/boston-ma-11-13-15/

In an email from State Representative David K. Muradian stated: "The cost is being determined." I also contacted William Galvin, Secretary of State cis@sec.state.ma.us by email. He stated the "The Art Commission has the responsibility for the custody and care of all historical relics and all works of art in the State House under M.G.L. Chapter 6, Sections 19 and 20.

Please support this endeavor and bring this matter to fruition.

Office to receive Proposal:

*Art Commission
Executive Office for Administration and Finance
Bureau of State Office Building
State House, Room 27
Mailing Address use Room one
Boston, MA 02133
Tel: 617-727-1100, ext. 35517
www.mass.gov/bsb

Enclosures

Sincerely,

George A. Warren
George A. Warren

LOST IN TIME AND HISTORY

I am saddened to find out a wonderful part of our history as a state has been put in an area at the State House where no one can see it, enjoy it, or know more about its history.

I am writing about our Massachusetts Liberty Bell Replica.

Didn't know we had one, did you? Neither did I until a visit to the State House revealed its existence, but not the bell itself. The Liberty Bell has its roots going back to July 4, 1776 and the signing of the Declaration of Independence. In 1950, President Harry S. Truman had 55 replicas of the original Liberty Bell cast in France by the Paccard Bell Foundry.

At that time President Truman gave each of the 48 states one and one each for the United States territories and U.S. federal buildings. These replica bells were to promote a U.S. Savings Bond Drive. One bell was shipped to the Boston State House.

The bell was moved to the front porch of the State House in the late 1950s and could be seen by everyone who climbed the stairs or exited through the center doors for well over 40 years. After Sept. 11, 2001, the front stairs and front doors were closed and it was no longer open to the public, which is why many visitors are unaware of our

Liberty Bell Replica's presence here. *(Although it can still be viewed on occasions when the porch is open for special events.)*

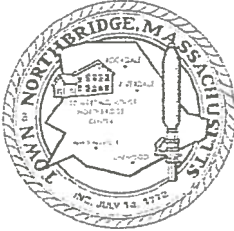
These bells were designed not only for a savings bond drive, but so that the public in each state would have access to a part of our history that can be seen, felt and enjoyed, I think, some visitors may never be able to go to Philadelphia, where the original Liberty Bell is, but visitors should be able to go to Massachusetts State House where all visitors are supposed to be able to go and see the Liberty Bell Replica. This goes for the thousands of school children who visit the State House every year.

My suggestion is to move the bell inside the State House to a spot where Replica Liberty Bell can be seen and admired by visitors. Moving the bell would take getting permission from the Senate President, the State Senators, The Speaker of the House of Representatives and the State Representatives.

I sincerely hope that our state senators and state representatives consider approving that the Massachusetts Replica Liberty Bell be moved soon so that our Liberty Bell Replica will not be lost in time and history.

G. A. Warren





TOWN OF NORTHBRIDGE
OFFICE OF THE TOWN MANAGER
NORTHBRIDGE TOWN HALL
7 MAIN STREET
WHITINSVILLE, MASSACHUSETTS 01588
Phone- (508) 234-2095 Fax- (508) 234-7640
www.northbridgemass.org

Theodore D. Kozak
Town Manager

March 15, 2016

Art Commission
Exec. Office for Admin. and Finance
Bureau of the State House
State House, Room 1
Boston, MA 02133

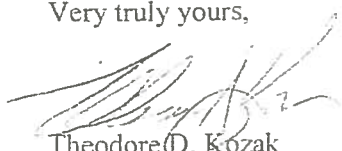
Re: Liberty Bell replica

To Whom It May Concern:

At its meeting of March 14, 2016, the Northbridge Board of Selectmen voted to support Northbridge resident, George Warren's request to relocate Massachusetts' Liberty Bell replica to an area in the State House that is accessible by the public. Mr. Warren is strongly opposed to the bell's present location on the front porch of the Capitol, because it is off limits to the public. And so, he fervently supports relocating the bell to the 4th floor of the State House outside the House Chamber gallery.

It is our hope that you will support Mr. Warren's endeavor and if necessary, file the appropriate legislation to bring this matter to fruition.

Very truly yours,


Theodore D. Kozak
Town Manager

TDK/sls

c: Representative David K. Muradian, Jr.
Senator Ryan Fattman
Senator Michael Moore
Mr. George Warren ✓

RESIDENT

Mr. George Warren
9 Cottage St
Whitinsville, MA 01588





Tom Campbell on Friday, 11-13-15



STATE HOUSE BOSTON, MASSACHUSETT

WEBSITE: [HTTP://TOMLOVETHELIBERTYBELL.COM/2015/11/14/BOSTON-MA-11-13-15/](http://tomlovetheLibertyBell.com/2015/11/14/Boston-MA-11-13-15/)



If the Board is in agreement, the Board will vote to approve the Second Hand License renewal for:

- Lucente Jewelers
- N. Main Street Antiques

Lucent Jewelers
Susan Mariano
1 Hollywood Drive
Grafton, MA 01536

RETURN BY: April 26, 2016

Application for and/or renewal of Town License. Please complete/verify both sides of this form and return to the Board of Selectmen with your payment before April 26, 2016.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

4/2014 - 4/2017
Date(s) of Function

1 Hollywood Dr N. Grafton
Location of Function
Lucent Jewelers

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal (X) / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|-----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | () One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | (X) Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: Lucent Jewelers

License in name of: Susan Mariano

Name: _____

Title: owner

Manufacturer: _____

Business Address: 1 Hollywood Dr

Phone No.: 508-839-0028

Residence: 46 MacArthur Dr
Needham MA

Phone No. _____

Signature of Applicant: _____

Susan Mariano

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

Susan Mahoney

(Print) Name (of individual or Corporation as applicable)

46 Marc Arthur Dr

Street Address:

Business
1 Hollywood St N. Grafton

Milbury

City/Town

MA

State

01587

Zip Code

Susan Mahoney

* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: 4/8/16

North Main Street Antiques
Kerry Simmler
68 North Main Street
Grafton, MA 01536

Return By: April 26, 2016

Application for and/or renewal of Town License. Please complete/verify both sides of this form and return to the Board of Selectmen with your payment before April 26, 2016.

SPECIAL NOTICE. If you use scales or measures, you must have these devices tested annually by the Sealer of Weights and Measures in accordance with Chapter 9B of the Massachusetts General Laws.

To the Honorable Board of Selectmen
Town of Grafton, Massachusetts

I hereby respectfully make application for a Renewal (X) / Original () license as indicated by (X), for which the fee is enclosed.

- | | |
|--|----------------------------------|
| () Garage Class _____ (\$100) | () Music (\$10) |
| () Peddler (\$25.00) | () Common Victuallers (\$25) |
| () Pool Room, _____ tables at (\$25) each | () Innholders (\$25) |
| () Bowling, _____ alleys at (\$25) each | () One Day Beer & Wine (\$25) |
| () Auctioneer (\$25) | () One Day All Alcoholic (\$25) |
| () One Day Auctioneer (\$10) | (X) Second Hand Articles (\$40) |
| () Pinball (\$30). Include name and manufacturer of machine below. If more space is needed, please use reverse side | |

Business Name: N. MAIN ST. ANTIQUES

License in name of: KERRY SIMMLER

Name: _____

Title: OWNER

Manufacturer: _____

Business Address: 68 N. MAIN ST.

Phone No.: 839-7333

Residence: SAME AS ABOVE

Phone No. _____

Signature of Applicant: _____

PLEASE COMPLETE THE REVERSE SIDE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A. I certify under the penalties of perjury that, to my best knowledge and belief, I have filed all State tax returns and paid all State taxes required under law.

NORTH MAIN ST. ANTIQUES

(Print) Name (of individual or Corporation as applicable)

68 N MAIN ST.

Street Address:

N. GRAFTON

City/Town

MASS.

State

01536

Zip Code

Kerry Sumner

* Signature of Individual or
Corporate Name (mandatory)

Re: Corporate Officer
(mandatory, if applicable)

** Social Security No. (voluntary) or
Federal Identification Number

* This license will not be issued unless this certification clause is signed by the applicant.

** Your Social Security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. G.L. c 62s. 49A.

Date: APRIL 10, 2016

Discussion Item: CIPC Charge



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOS@grafton-ma.gov
www.grafton-ma.gov

*Dave Ross, Chairman
John Dowling, Vice Chair
John Carlson, Clerk
Brook Padgett
Peter Adams*

July 24, 2012

**BOARD OF SELECTMEN
CHARGE**

NAME: Capital Improvement Planning Committee

MEMBERSHIP: 5-7 members
One Selectmen Member, One Finance Committee Member,
One Member of the School District

TIMETABLE: To begin upon appointment for an indefinite term or until the
Committee has met its charge and disbanded by the Board of
Selectmen.

Section 1. The Board of Selectmen shall establish and appoint a committee to be known as the Capital Improvement Planning Committee, composed of 5 to 7 members including one member of the Board of Selectmen, one member of the Finance Committee, one member from the School District, and the Town Administrator. Other members should be considered based on knowledge of construction and public works finance.

Section 2. The Committee shall study proposed annual capital projects and improvements, as recommended by the Town Administrator, involving major non-recurring tangible assets and projects which:

- 1) Are purchased or undertaken at intervals of not less than five years;
- 2) Have a useful life of at least five years; and
- 3) Cost more than \$10,000.

The Committee shall consider the relative need, impact, timing, and cost of these expenditures and the effect each will have on the financial position of the Town.

Section 3. The Committee shall prepare an annual report recommending a Capital Improvement Budget for the next fiscal year, and a Capital Improvement Program including recommended capital improvements for the following five fiscal years. The report shall be submitted to the Board of Selectmen for its consideration and approval. The Board through the Town Administrator shall submit its approved Capital Budget to the Annual Town Meeting for adoption by the Town.

ADOPTED JULY 24, 2012:

David Ross
John Daulig
John L. Cress
Don J. Jett
Kenny Adams

If the Board is in agreement, the Board will vote to approve the meeting minutes from 3/15/16 as presented.



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING MINUTES**

March 15, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER: A Regular Board of Selectmen meeting was called to order at 7:01 PM. Present: Craig Dauphinais, Jennifer Thomas, Bruce Spinney, Dennis Flynn, Brook Padgett, Tim McInerney, Doug Willardson and Laura St. John Dupuis

Appointment of Town Accountant – Anita Patel

Ms. Thomas made a motion to affirm the appointment of Anita Patel to the Town Accountant position effective April 4th. Mr. Padgett seconded. All were in favor.

NEW BUSINESS

Vote to approve Common Victualler License – New Owner (Stephanie Miller)-Stir Crazy.

Mr. Spinney made a motion approve the Common Victualler License for Stir Crazy. Mr. Flynn seconded. All were in favor.

Vote to Rescind the Vote Taken at the 1/19/16 Board of Selectmen Meeting to Place a Ballot on the May Election to Remove Grafton Police from Civil Service

Mr. McInerney stated the Ballot question was voted to put on the May election ballot. For it to pass we need 5% of the electorate of registered voters to sign a petition to put on the ballot. The Town will need a Town Meeting article for the Home Rule petition to take Grafton Police out of civil service.

Mr. McInerney stated further that when the Town negotiated the contract with the Police Department, the bargaining unit agreed come out of Civil Service as long as there is language for new hires and promotions. This was agreed to.

Mr. Padgett made a motion to rescind the vote taken at the 1/19/16 Board of Selectmen Meeting, asking to place a Ballot on the May Election to Remove Grafton Police from Civil Service. Ms. Thomas seconded. All were in favor.

48 **Vote to Update Administrative Policy #101-Filling Vacancies on Town Committee**

49
50 Mr. Padgett made a motion to update Administrative Policy #101-Filling Vacancies on
51 Town Committees. Ms. Thomas seconded. All were in favor.

52
53 **Vote to Sign Arbor Day Proclamation**

54
55 Ms. Thomas made a motion to sign the Arbor Day Proclamation. Mr. Padgett seconded.
56 All were in favor.

57
58 **Vote to Sign Cable Oversight Committee's Memorandum of Understanding**

59
60 Mr. McInerney stated that Memorandum of Understanding was before the Board on
61 January 19, 2016. The Board wanted to see escalator's built in; however, there cannot
62 be an escalator because Cable's earnings do not escalate. Mr. McInerney stated that
63 over the 10 years this lease will bring in net revenue of \$260,000 for the Town. The
64 Town has lost \$8,400 which was paid by the Town for utilities. The Town would like to
65 do a short term lease for \$1,200 per month and if it is feasible, the lease will change to
66 \$2,160 per month.

67
68 Mr. Padgett asked, if Cable does not get their lease. Who will the town rent the space
69 to. Mr. McInerney stated that because of the way it is zoned, it would be hard to rent
70 out.

71
72 Mr. Spinney made a motion to sign the Cable Oversight Committee's Memorandum of
73 Understanding. Mr. Padgett seconded. All were in favor.

74
75 **Town Administrator – Evaluation**

76
77 Mr. Dauphinais handed out an Evaluation for the Town Administrator. He stated that he
78 received individual evaluations of Mr. McInerney from 4 members of the Board of
79 Selectmen. Because the scores are lettered Mr. Dauphinais also added numbers for
80 scoring from 3 – 1.

81
82 Mr. Dauphinais stated that there were mostly M's, a few E's and a few B's. The B's were
83 for some goals and items that we have not gotten to as of yet. The average score was a
84 9.5 which puts Mr. McInerney between M&E for total scoring.

85
86 Mr. Dauphinais stated that there has been a lot of improvement in personnel
87 management and leadership skills have come a long way. For the financial piece, Mr.
88 McInerney has always done a very good job.

89
90 Mr. Dauphinais stated that Mr. McInerney needed to work on goals: Making Grafton a
91 walking community, which is a long range goal. And stated that overall, this was a very
92 good evaluation.

93
94 Mr. Flynn stated he would like to use the evaluation instrument Tim uses with his
95 employees at the Town Hall. Mr. Flynn also stated that he could not do the job he

should do because he lacked the knowledge he needed and feels it would not be appropriate to measure against standards that have not been measured.

Ms. Thomas stated we should work on goals.

Mr. Dauphinais stated that we should put Tim's Goals on a workshop.

Mr. McNerney stated that his anniversary is April 7th. Mr. McNerney stated that per his contract he can receive an increase of 0 – 3%.

Mr. Dauphinais stated he would like to put this on the next agenda.

Selectmen Reports

Mr. Dauphinais stated that he met last week with CIPC and was provided a priority list and reworked the list to get something they really wanted on the capital list and took some of the things that were scored higher. Mr. Sargon Hanna chair is here if there are any questions.

Mr. Sargon Hanna addressed the Board and stated that CIPC will need to have one more meeting to finalize the list and then present it to the Board of Selectmen.

The Finance Committee will meet on 4/6 and the Town Administrator will present what he thinks needs to be done. The Board will be there for support.

Mr. Flynn asked if the Board will have a copy of the Warrant before Finance Committee. Mr. Dauphinais stated that the Board will have the warrant a few days before the 4/5 Board of Selectmen meeting.

Town Administrator Report

Mr. McNerney provided the following items for his report.

TIP Program South Grafton, 25% community meetings are required, we have a community meeting on 3/31 at 7pm at the South Grafton Elementary School.

The Energy Committee will discuss Electricity Aggregation on 3/28 at 6:30PM

Verizon Franchise Agreement will expire 2018 per the notice that Verizon sent to the Town. Mr. McNerney will set up a joint meeting with the Cable Oversight Committee.

Doug stated we have a draft warrant; this could be signed April 5th. We can review now or wait until next meeting. We talked about the planning articles they are not detailed yet. Mr. Laydon is working on them.

Mr. Flynn asked about Honeywell. Mr. McNerney stated that he has a conference call tomorrow with Honeywell and will bring Town Council along in case legal assistance is

needed. The process is still underway and still moving forward. Grafton is not releasing retainage until cooperation is received from the engineer who designed the thermostats.

DPW Building Committee – John Bechard

Mr. John Bechard addressed the Board to provide an update on the proposed DPW Building.

Mr. Bechard stated he has had 5 meetings and an open forum will be on March 3rd. There were 10 attendees in the open forum this past Saturday. Additionally, there were two summary updates on DPW Building that were recorded with Grafton Cable Television.

Mr. Bechard stated that the current DPW Facility is 8,400 sq. ft. with 15,000 additional sq. ft. for storage of vehicles.

There was an assessment of existing structure. Updates will be needed to meet code. The building is surrounded by wetlands and is not meeting environmental constraints. The salt shed hold only about 1/3 of what we are using. Because of last year's snow fall, the Town had dwindled down its supplies of salt.

The existing facility has vehicles stacked up next to each other. The vehicles that are stored outside have issues with hoses and as well as vehicles being able to get up to speed due to cold weather.

The Hennessey II Parcel, the location site, is approximately 47 acres. This is not a pristine area.

Mr. Dauphinais asked Mr. Bechard if there were any wetland problems.

Mr. Bechard stated there were no problems with wetlands and that the proposed building will be within the buffer zone. There is nothing that the DPW Building Committee is proposing that will not meet conservations needs such as DEP Stormwater.

Ms. Thomas asks what Con-Com would like the sight to be used for. Mr. Bechard stated that Con-Com would like the site to be conserved. Additionally, Con-Com stated that within the 47 acres there is an area of critical environmental concern. The Board advised to go forward with testing in 2013, then went through Con-Com as they wanted to work with the DPW Committee and further stated what the DPW Building Committee is proposing was fine.

Mr. Bechard stated that recently he presented to Con-Com about having the rest of the parcel preserved.

Mr. Dauphinais stated to his recollection, when the town bought purchased the property that it would be for municipal use.

191 Mr. McNerney stated that we are trying to plan a meeting with the Board and Con-Com.

192
193 Mr. Spinney asked if it would be before the Board signs the Warrant. Mr. Dauphinais
194 stated he doesn't feel we need to meet with Con-Com. Mr. Spinney stated that his only
195 concern is talking about this on Town Meeting floor and does want to start a
196 conversation with Con Com on Town Meeting floor.

197
198 Mr. Bechard outlined the some of the next steps. Refine final phasing, meet abutters
199 and review final plans with the Finance Committee and the Board of Selectmen.

200
201 Ms. Thomas asked if other open forums planned. Mr. Bechard stated that there were
202 more forums planned and that he has taped more programs to run on GCTV.

203
204 Mr. Padgett stated that the question he gets from people is that the building is way too
205 expensive and that Mass Highway doesn't put all of their trucks in a heated building,
206 why can't we build a shed to house vehicles. We have to address this as it is always
207 about money.

208
209 Mr. Bechard stated he contacted MassDOT about their equipment. MassDOT stated
210 that they do not consider their equipment as an asset to the commonwealth. To
211 MassDOT, it is just equipment to them. The Town is investing in equipment that is an
212 asset to the Town.

213
214 Mr. Bechard stated the garage is not heated to a high temperature. It would only be
215 about 45 degrees so that the hydraulics is in a controlled temperature

216
217 Mr. Padgett suggested that Mr. Bechard put together a calculation with the average life
218 of a vehicle outside and the average life of a vehicle inside. Mr. Bechard stated that the
219 committee did ask Weston and Sampson. Their feedback indicated a minimum of three
220 years extended service life of a vehicle kept covered. Additionally the committee looked
221 at other locations that used canopies, this exposure beats up hoses.

222
223 Mr. Spinney asked Mr. Bechard what does it cost to maintain what we have now. Are
224 we looking to expand what the DPW currently does? We are sinking a lot of money into
225 the DPW. There are pieces of this picture Mr. Spinney wants to see before we spend
226 money on this building. Will we get something more from the DPW?

227
228 Mr. Bechard stated that the DPW is not only servicing DPW vehicles, they are servicing
229 Fire, Police and Cemetery.

230
231 Mr. McNerney stated that we will have two mechanics on staff. There will be growth on
232 the budget however; it is difficult to do some analysis.

233
234 Mr. Dauphinais stated that hopes it will be a safe, clean and healthy facility for
235 employees and it is very difficult to work at the current facility. This building is going to
236 house our staff and assets for years to come. This is a big investment for the Town; the
237 employees have to take care of it.

239 Mr. Bechard stated that the committee is trying to look at different things. This is a 50
240 year building.

241
242 Mr. Padgett, bigger building and heating can affect the budget. Not sure how you will
243 get an answer to the building. Additionally Mr. Padgett asked if this building will be
244 taking care of the school's equipment. Mr. Spinney asked if we will be able to partner
245 with other towns to service their vehicles and can we house the school's equipment.
246 The last thing he wants to see is we build this and see the School Department servicing
247 their own equipment. Mr. Bechard stated that DPW will be servicing their vehicles.

248
249 Ms. Thomas asked if the committee would you consider installing solar panels. Mr.
250 Bechard responded by stating that there are a couple of sticky pieces to doing solar.
251 Lincoln/Sudbury parking lot is covered with a solar field. Ms. Thomas stated that the
252 committee compares large facilities and asked if that is a trend. Mr. Bechard stated that
253 the trend over 20 plus years is to bring equipment inside. Mr. Bechard stated that
254 Hopkinton is going ahead with a new facility. They have about the same amount of lane
255 miles as Grafton.

256
257 **EXECUTIVE SESSION**

258
259 At 8:42 Ms. Thomas made a motion to move into executive session for litigation
260 purposes. Ms. Thomas seconded. All were in favor. By roll call: Padgett, aye; Thomas,
261 aye; Dauphinais, aye; Flynn, aye; Spinney, aye.

262 **ADJOURN**

263 At 8:50PM Mr. Spinney made a motion to adjourn. Ms. Thomas seconded. All were in
264 favor.



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TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

April 19, 2016
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

Algonquin Gas/Spectra Energy – Permission to Core Bore – Jon Bonsall

2. APPOINTMENTS

a) Town Administrator

Paul Powers and Nicholas Lawrence – Temporary Cemetery and Park Summer Position

William Kuck - Special Police Officer

b) Board of Selectmen-none

3. RESIGNATIONS

4. NEW BUSINESS

a) Vote for Town Administrator to Sign Incrediflix Contract for the Recreation Department

b) Vote for Town Administrator to Sign Wicked Cool Contract for the Recreation Department

c) Vote for Town Administrator to Sign Play-Well Teknololgies Contract for the Recreation Department

d) Vote for Town Administrator to Sign Skyhawks Sports Academy for the Recreation Department

- e) Vote for Town Administrator to Sign Hillside Meadows Equestrian Contract for the Recreation Department
- f) Vote for Town Administrator to Sign Fin & Feather Sports Contract for the Recreation Department
- g) Vote for Town Administrator to Sign Letter of Support – Massachusetts Liberty Bell Replica Move
- h) Vote to Approve Second Hand License Renewal
 - Lucente Jewelers
 - N. Main Street Antiques

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) FY 17 Budget
- b) CIPC Charge

8. MEETING MINUTES

3/15/16

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN